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THIS AGREEMENT made this 21 day of Dec 1976

BY AND BETWEEN: THE TOWNSHIP OF BERKELEY,

a municipality in the County of Ocean, State of New Jersey  
hereinafter called the "Township",

AND: OCEAN COUNCIL # 12

NEW JERSEY CIVIL SERVICE ASSOCIATION,

hereinafter referred to as the "Employees Council", is designed  
to maintain and promote a harmonious relationship between the  
Township of Berkeley and certain of its employees who are  
within the provisions of the Agreement, in order that more  
efficient and progressive public service may be rendered.

1976

Ocean County

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## ARTICLE I

### RECOGNITION

1. The Township recognizes the Employee's Council as exclusive collective bargaining representative for all Township's permanent employees excluding "policemen", and those individual employees who are classified as supervisory and management.

## ARTICLE II

### DUES CHECK OFF

1. The parties hereto realize that agency shop is not permitted by the laws of the State of New Jersey.
2. However, the Township shall deduct Employee's Council dues based on Chapter 233 Laws of 1969 from employees' salary, authorizing the same in writing under the following conditions:
  - A. Upon receipt of a duly signed authorization, the Township shall deduct membership dues and remit the dues deducted as directed on the Authorization Card.
  - B. The amount of monthly dues will be certified in writing by the President of the Employee's Council and the amount shall be uniform for all members.
  - C. No deduction will be made for any month in which there is insufficient pay available to cover same after all other deductions required by law have been made. Deductions

Dues Check Off continued:

for a prior month's dues will not be made in respect to such dues, except where the Township, through error or oversight, failed to make the deduction in any monthly period.

D. Dues deducted from employees' pay will be transmitted by check as directed as soon as practicable after the deductions have been made, together with a list of names showing employees for who deductions have been made.

E. A new dues deduction Authorization Card will automatically cancel any prior deduction authorization on file with the Township.

F. Dues deductions for months prior to signing of this contract shall be deducted from retroactive checks for all employees wishing dues deductions, as stated above.

### ARTICLE III

#### BULLETIN BOARDS

1. Two Bulletin Boards will be made available to the Employee's Council for the purpose of posting Employee's Council Notices relating to meetings, dues, entertainment, health, safety and welfare of the employees who are members of the Employee's Council and of general Employee's Council activities.

### ARTICLE IV

#### GRIEVANCES

##### 1. Definition:

A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment.

##### 2. Procedure:

In order to provide for the expedition and mutually satisfactory settlement of grievances, the procedures herein-after set forth shall be followed

When an employee or the Employees' Council wishes to present a grievance for itself or for any employee or groups of employees for settlement, such grievance shall be presented as follows:

Step 1. The President of the Employees' Council or his duly authorized and designated representative shall present and discuss the grievance or grievances orally with the Department Head and/or Township Official or his duly designated representative. The Department Head and/or Township Official shall answer the grievance orally within five (5) working days.

Step 2. If the grievance is not resolved, or no answer has been received by the Employees' Council within the time set forth in Step 1, the grievance may be presented in writing to the Mayor and Township Committee. The final decision of the Mayor and Township Committee shall be given to the Employees' Council in writing within thirty (30) days after receipt of the grievance by the Mayor and Township Committee.

Step 3. If the grievance has not been settled by the parties at Step 2 of the grievance procedure, or if no answer in writing by the Mayor and Township Committee has been received by the Employees' Council within the time provided in Step 2, the Employees' Council may demand arbitration of the grievance as set forth herein, according to the American arbitration procedures.

3. Nothing herein is intended to deny any employee the right of appeal as expressly granted in Title 40A of the revised New Jersey Statutes.

4. Any employee may, at his option, represent himself or be represented by an official of the Employee's Council through the grievance procedure.

## ARTICLE V

### EMPLOYEE'S COUNCIL BUSINESS AND VISITATION

1. The members of the Employee's Council's Negotiating Committee, not to exceed three (3) in number, shall be granted time off from duty with full pay for all meetings between the Township Committee and the Employee's Council for the purpose of negotiating the terms of an agreement when such meetings take place at a time during which such employee member, who is an official of the Employee's Council, as provided in Article LV preceding, will also be granted the same privilege for processing grievances. All such meetings shall be coordinated and scheduled with the approval of the Township Committee. No time off shall interfere with the effective operation of the Township.

## ARTICLE VI

### RESIDENCY REQUIREMENTS

1. In order to qualify for employment in Berkeley Township, the applicant must be a resident of Berkeley Township twelve (12) months prior to his employment. If no qualified resident is available, others may be considered for employment.

2. If an employee is to move from Berkeley Township after twelve (12) successive months employment, for whatever reason, the employee may remain an employee of Berkeley Township at the discretion of the Township Committee.

## ARTICLE VII

### OVERTIME

An employee shall be entitled to overtime at the rate of one and one-half (1-1/2) times his regular hourly rate only after that employee has worked forty (40) hours in any given week, vacation and holidays to be considered as time worked and only when such overtime has been duly authorized by the employer's Department Head or Supervisor. In the event an employee is called upon by a Supervisor or Department Head to work beyond 40 hours

OVERTIME CONTINUED

in any given week, he shall be compensated for no less than four (4) hours at the overtime rate.

Overtime work shall be distributed on a rotating basis so as to eliminate any possible favoritism to any particular employee.

The foregoing shall be subject, however, to any State or Federal Law or Regulation which may now or in the future be enacted to the contrary.

ARTICLE VIII

HOLIDAYS, TIME OFF WITH PAY AND UNIFORM ALLOWANCE AND LONGEVITY

1. All Departments covered by the Agreement shall receive full pay for fourteen (14) holidays. The following shall be recognized as Holidays:

New Years Day	Election Day
Washington's Birthday	Columbus Day
Lincoln's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Friday following Thanksgiving Day
July 4th (Independence Day)	Half-day Christmas Eve
Labor Day	Half-day New Years Eve
	Christmas Day

2. Employees shall be entitled to emergency leave of three (3) days upon receipt of prior approval by department head, with pay.

3. The above mentioned holidays shall be included in the employee's regular pay period.

4. Any employee who is absent from work because of jury duty or appearing as a witness on behalf of the Township, upon proper evidence of same being presented to the Township Committee, shall receive full pay; however, all jury pay less the employee's expenses shall be turned over to the Township. The expenses to be retained by such employee are: travel expense at \$.15 per mile, parking and meals.

5. All employees covered by this Agreement shall receive and be paid longevity pay over and above his salary in accordance with the provisions of the pertinent Ordinance adopted by the Township, as follows:

(A) Upon completion of five (5) years of service, \$200.00 to be added to base salary;

(B) Upon completion of ten (10) years of service, \$400.00 to be added to base salary;

(C) Upon completion of fifteen (15) years of service, \$600.00 to be added to base salary;

(D) Goes into effect on anniversary date computed from Employee's actual date of employment.

6. The Township shall provide the following uniforms and cleaning same for all blue collar employees; replacement as needed:

Three (3) Summer Weight Shirts

Three (3) Winter Weight Shirts

Three (3) Trousers

Two (2) Heavy Jackets

Two (2) Coveralls

Two (2) Pairs of Boots ( 1 safety,high or low )

Rain Gear.

Gloves

Safety Glasses

## ARTICLE IX

### VACATION, INSURANCE AND SPECIAL LEAVE

1. Each employee who has had the length of continuous employment specified in the following table shall be entitled to the vacation time shown with pay at his regular rate of pay.

<u>Length of Employment</u>	<u>VACATION TIME</u>
1 year to 4 years of service	12 days
5 years to 9 years of service	18 days
After 10 years of service	20 days

Eligibility for vacation shall be computed as of the first day of the month in which the employee was hired.

Vacation time shall not be cumulative from year to year.

2. The Township shall secure accident and liability insurance for all employees to provide defense for all actions brought against an employee by a third party as a result of Township employment.

3. Sick time with pay shall be granted in accordance with Title 11:24.1, et seq. (Civil Service) of Revised Statutes of New Jersey. Employees shall be granted twelve (12) sick days for the first year's employment. After the first year, fifteen (15) sick days will be granted. However, a doctor's certificate is required after five (5) successive days of absence.

4. Each employee shall be granted six (6) days leave with pay upon the death of a member of his immediate family. The first three (3) days of such leave shall be granted at the discretion of the Department Head or Supervisor. The remaining three (3) days of such leave shall be granted at the discretion of the Township Committee. Said days shall not be charged against sick leave or vacation time. Immediate family shall include spouse, mother, father, sister, brother, children, mother-in-law, father-in-law and any immediate member of the household.

## ARTICLE X

### HOSPITALIZATION, TERMINAL SICK LEAVE

1. It is agreed that the Township shall provide Blue Cross Blue Shield with prevailing fee, Rider "J" and Major Medical coverage for each employee and their families.

2. It is agreed that, at the time of retirement, any employee covered by this Agreement who has unused sick time due as provided by Revised Statutes 11:14.1, et seq. shall be paid in a lump sum at the rate of pay he or she is receiving at the time of retirement, or continued salary until said amount due is satisfied in full, at the option of the Township.

## ARTICLE XI

### SUSPENSIONS, DISMISSAL, DEMOTIONS AND PROMOTIONS

1. All suspensions, dismissals, demotions and promotions shall be in accordance with R.S. Title 11 ( Civil Service).

## ARTICLE XII

### MANAGEMENT RIGHTS

1. The Township maintains the exclusive right to direct the work force of employees and the operations of the various departments. This shall include, but not be limited to:

- (A) Direction and operation generally
- (B) Type of work to be performed (within title)
- (C) Work assignments (within title)
- (D) Machinery, tools and equipment to be used
- (E) Shift schedules
- (F) Hours of work (within the Agreements contained herein)
- (G) Hire, promotions, discharge, demotions and disciplinary action against employees, all in accordance with Title 11 (Civil Service)
- (H) Making, drafting and enforcing rules and regulations governing the same and safety of its employees.

## ARTICLE XIII

### RULES AND REGULATIONS

1. The Township may establish and enforce reasonable rules and regulations for Department operations and conduct of personnel thereof and maintenance of discipline, copies of such rules and regulations shall be furnished to the Employee's Council upon request and shall be posted on various Bulletin Boards.
2. The employees shall comply with such rules and regulations and all employees shall promptly and efficiently execute the instructions and orders of their superiors. If an employee or the Employee's Council believes an instruction or order of a superior is unreasonable or unjust, the employee shall comply with the order or instruction, but with the further provision that such employee or the Employee's Council may treat the order or instruction as a grievance which should be handled in accordance with the grievance procedure set forth previously in the agreement.
3. All employees to be provided with a set of rules and regulations governing them.

## ARTICLE XIV

### DISCRIMINATION

1. Neither the Township nor the Employee's Council shall discriminate against any employee by reason of race, creed, sex, age, color, political or religious affiliation or national origin.
2. Where the word "he" is used in the Agreement, it shall mean both sexes.

## ARTICLE XV

### FURTHER NEGOTIATIONS

1. During the month of September 1976, and prior to the ending date of this Agreement, the parties shall confer, at a mutually agreed time and place, for the purpose of effecting if possible, a new or continuation of the within Agreement, commencing the 1st Day of January 1977.

## ARTICLE XVI

### DURATION OF AGREEMENT

1. The Agreement shall become effective immediately upon the signing of both parties and shall be retroactive to the 1st of the year, and continued in force until such time as a new contract is signed.

## ARTICLE XVII

### SEVERABILITY

1. Should any portion of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of said Court shall apply only to the specific portion of the agreement affected by such decision.

2. Similarly, a legislative act or government regulation or order affecting any particular provision of this Agreement shall apply only to the specific portion of the Agreement affected thereby.

## ARTICLE XVIII

### SALARIES ~ 1976

1. All employees compensated on an annual basis or an hourly basis will receive a 6 $\frac{1}{2}$ % increase of their present salary as per the 1975 Salary Ordinance.

IN WITNESS WHEREOF, the parties hereto have set their hands  
and seals this 21 day of Dec. 1976.

Attest:

Darnell D Lewis

Clerk

TOWNSHIP OF BERKELEY

By: Richard J. Minace  
Mayor

Attest:

Richard J. Hickey  
Trustee Pres. Board '77

BERKELEY TOWNSHIP NEGOTIATING  
COMMITTEE

By: John D. Johnson  
President

John D. Johnson  
1st Vice President

John D. Johnson  
2nd Vice President

Brooks D. Dickey  
SECRETARY